It is agreed that this leaseshall remain in force as long as oil and  $\epsilon$ as or either of them is produced from said land by lessee.

In consideration of the premises the said lessee covenants and agrees:

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- (1) To deliver to the credit of lessor, free of cost, in the pipe lines to which they may connect their wells, the equal one-eighth part of all oil produced and saved from the lessed premises.
- (2) To pay lessor the sound one-eighth part for the gas from each well where gas only is found, while the same is being used off the promises, and if used in the manufacture of gascline, or any other product, a royalty of one eighth, payable monthly at the prevailing market rate, and lessor to have gas free of cost from any such well for all stoves and inside lights in the principal dwelling house on said land, during the same time by making their own connections with the well at their own risk and expense.
- (3) To pay lessor for gas produced from any oil well and used of the premises or in the manufacture of gasoline or any other product at the rate of the equal one-eight part for the time during which such gas shall be used, or a royalty of one eighth payable monthly at the prevailing market rate.

If no well be commenced on said land within thirty days after the completion of a producing well on Block Five, Smith's SubDivision to City of Tulsa, this lease shall terminate as to both parties.

If the lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lesso, only in the proportion which his or her interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas oil and water produced on said land for their operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury their pipelines below plow depth.

No well shall be drilled nearer than.....feet to the house or barn now on said land without written consent of the lessor.

Iessee shall pay for damages caused by their operations to growing crops on said land and in the event of a dry hole shall remove all debris and clean up slush pit.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing.

If the estate of either party horeto is assigned, and the privileges of assign ing in whole or in part, is expressly allowed, the covenants hereof shall extend to their heirs, executors administrators, successors or assigns, but no change in the ownership of the land or assignments of rentals, or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee of such part or parts shall fail or default in the payment of the proportionate part of the rents due fromhim or them such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rentals.

Lessee shall faithfully continue the drilling of the well until the sand has been reached from which wells in the vicinity are producing in commercial quantities, which is known as the Wilcox Sand.

IN TESTIMONY WHEREOF, we sign, this the 14th. day of March, 1924.